

Proceedings
of the
County Board
of
McLean County,
Illinois

August 19, 2003

*Subject to approval at
September 16, 2003
County Board Meeting*



August 19, 2003

The McLean County Board met on Tuesday, August 19, 2003 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Vice-Chairman Matt Sorensen presiding.

Invocation was given by Member Rodgers and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, *Susie Johnson, Adam Kinzinger and Robert Nuckolls.

*Late

The following Members were absent:

Member Duane Moss and Chairman Sweeney

Consent Agenda:

Vice-Chairman Sorensen questioned if there were items any Member would like removed. No requests were made at this time.

The amended Consent Agenda read as follows:

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CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, July 22, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Weight Limit Resolution – Randolph Road, Section 00-00181-00-FP
 - 2) Request Approval of 4-Way Stop Resolution – Gridley Road (CH 29) and PJ Keller Highway (CH8)
- C. Building & Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of Brett and Jessica Whitaker, in case 03-46-S. They are requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses. A special use was previously approved on the property in case 02-03-S and has since expired, on property which is located in Randolph Township immediately north of Road 100N approximately 1/8 mile northeast of Road 1300E.
 - b) Approve the application of Sam Tsui, in case 03-47-S. He is requesting a special use to allow a Greenhouse/Nursery in the Agriculture District on property which is located in Old Town Township immediately north of U.S. Highway 150 and approximately 1/4 mile east of Abraham Road (1800 East Road).
 - c) Approve the application of Gary R. Tipsord in case 03-48-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses, on property which is located in Downs Township immediately west of 2375 East Road and approximately 600 feet north of Interstate Highway 74.
 - 2) Subdivision Cases:
 - None

- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

Land Use and Development Committee

1) Items to be presented for Action:

- a) Request Approval of a Resolution Approving Grants from the County's Solid Waste Management Fund

- F. Chairman's Appointments with the Advice and Consent of the County Board:

REAPPOINTMENTS:

Adrian Drainage District

Mr. Vernon Thomas

RR#2, Box 140

Heyworth, IL 61745

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Normal-Towanda Drainage District

Mr. Jerry Henderson

PO Box 166

Towanda, IL 61776

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Panther Creek Drainage District

Mr. Richard Kiefer, Sr.

2471 E. 1000 North Road

Gridley, IL 61744

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Patton Drainage District

Mr. James Lindsay

24535 South West Street

Lexington, IL 61753

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Yates Drainage District

Mr. Richard Stoller
Route 1
Chenoa, IL 61726
Appointed to a Three Year Term that
Expires on the First Tuesday in September 2006

Lawndale-Cropsey Drainage District

Mr. Leslie Defries
104 North Madison Street
RR 1, Box 101F
Sibley, IL 61773-9766
Appointed to a Three Year Term that
Expires on the First Tuesday in September 2006

Kumler Drainage District

Mr. John Leonard
254 E. 300 North Road
Gibson City, IL 60936
Appointed to a Three Year Term that
Expires on the First Tuesday in September 2006

Fairbury Fire Protection District

Mr. Richard Stoller
Route 1
Chenoa, IL 61726
Appointed to a Three Year Term that
Expires on the first Monday in May 2006

Gridley Drainage District

Mr. Enid Schlipf
17766 E. 2900 North Rd.
Gridley, IL 61744
Appointed to a Three Year Term that
Expires on the First Tuesday in September 2006

APPOINTMENTS:

Kumler Drainage District

Mr. Donald W. Wallace
32665 East 600 West Road
Arrowsmith, IL 61722
Appointed to a Three Year Term that
Expires on the first Tuesday in September 2006

Downs Fire Protection District

Mr. Mark Reynolds

9513 N. 2125 East Road

Bloomington, IL 61701

Appointed to the remainder of a Three Year
Term Scheduled to Expire on April 30, 2004

RESIGNATIONS:

Downs Fire Protection District

Mr. Dale Stinton

26 Lone Oak Court

Bloomington, IL 61701

- G. Approval of Resolutions of Congratulations and Commendation

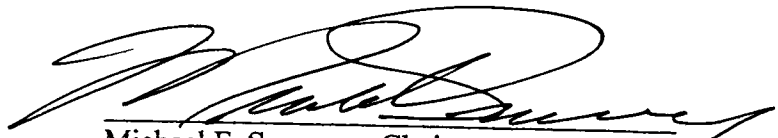
McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, McLean County and Bloomington-Normal Water Reclamation District have entered into an agreement to increase the weight limit of the Randolph Road, County Highway 36, from New Route 51 easterly to the Kickapoo Bridge to 80,000 pounds, now therefore;

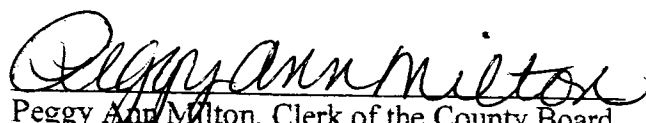
The McLean County Board hereby established the Randolph Road, County Highway 36 from New Route 51 easterly to the Kickapoo Bridge as a Class III Highway with an 80,000 pound maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 00-00181-00-FP, and the erection of the signs designating this portion of road a Class III Highway, as herein authorized.

Dated this 10th day of August, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

A RESOLUTION BY THE McLEAN COUNTY BOARD
TO INSTALL A 4-WAY STOP

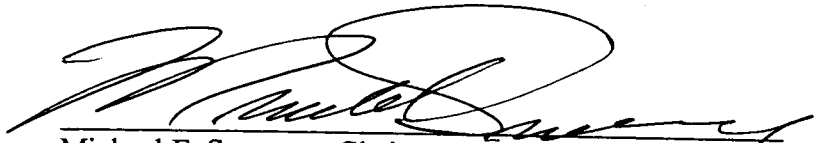
WHREAS, the intersection of Gridley Road (CH 29) and P. J. Keller Highway (CH 8) has been the site of several accidents, and

WHEREAS, the traffic pattern has changed at this intersection where now the North-South (CH 29) has become the heavier traffic volume, and

WHEREAS, the McLean County Highway Department has studied the intersection and recommended that a 4-way stop be installed, now,

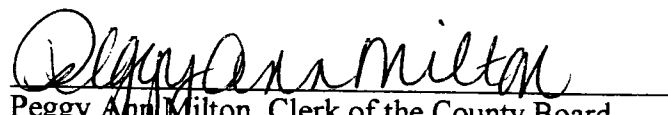
THEREFORE, be it hereby resolved by the McLean County Board that the above intersection of CH 29 and CH 8 be a 4-way stop, and that the McLean County Highway Department is hereby directed to install the appropriate signing at said intersection.

APPROVED:



Michael F. Sweeney, Chairman, McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Brett and Jessica Whitaker, in case 03-46-S, parcel number Part of (25) 35-08-100-001. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural use. A special use was previously approved on the property in case 02-03-S and has since expired, on property which is part of Section 8, Township 21 N, Range 2E of the 3rd P.M.; and is located in Randolph Township immediately north of Road 100N approximately 1/8 mile northeast of Road 1300E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 5, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The five acre property is currently in woods and pasture. This property is gently sloping and drains to the east and north to a creek that runs along the north edge of the property. The property has 320 feet of frontage on the north side of 100 North Road, an oil and chip road 17 feet in width.

SURROUNDING ZONING AND LAND USE - The surrounding land is in the A-Agriculture District. The land to the north and south is used for crop production. The land to the east is in part used for pasture, in part a residence and in part is wooded. The land to the west is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 91 out of 125 points. The site assessment score was 123 out of 175 points. The total LESA score was 214 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an isolated tract that is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is in pasture and has poor soils. Nearby property to the north and to the south is currently in crop production and will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is in

pasture and is not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 320 feet of frontage on the north side of 100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner for the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 5th day of August 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheat
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sam Tsui, in case 03-47-S, parcel numbers (24) 22-30-102-003 and 22-19-353-009. He is requesting a special use to allow a Greenhouse/Nursery in the Agriculture District on property which is part of Sections 19 and 30, Township 23N, Range 3E of the 3rd P.M.; and is located in Old Town Township immediately north of U.S. Highway 150 and approximately ¼ mile east of Abraham Road (1800 East Road).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 5, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 5.9 acre property is currently in crop production and trees. This property is relatively flat and drains to the east. The property has 46 feet of frontage on the north side of U.S. Highway 150 an asphalt road 32 feet in width.

SURROUNDING ZONING AND LAND USE - The surrounding land is in the A-Agriculture District. The land to the north and east is used for crop production. The land to the south is in part used for dwellings and in part for crop production. The land to the west is in pasture and crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 115 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 234 points out of 300. A score of below 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to operate a Greenhouse/Nursery that will have no retail sales and the greenhouse will not be open to the public. The applicant has a large orchid flower business that he is currently operating out of his house. The business has grown and the applicant is proposing to expand his operation at this location. The applicant will grow orchid flowers in the proposed building. The applicant has developed an extensive domestic and international customer base over many years in the orchid business.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the north, east and west that is currently used for crop production will continue to be desirable for such use. The spraying of nearby crops will not negatively impact the growing of flowers on the property. The

property to the south that is currently used for residences will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed Greenhouse/Nursery will be served by private well and septic system approved by the County Health Department. This property has approximately 46 feet of frontage on the north side of U.S. Highway 150.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained an entrance permit from the Illinois Department of Transportation (IDOT) for access to the proposed site from U.S. Highway 150. The applicant will also need to provide four paved parking space including one handicapped space. The applicant is requesting to waive the remaining paved parking requirements.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of a Greenhouse/Nursery in the Agriculture District and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 5th day of August 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheat
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Gary R. Tipsord in case 03-48-S, parcel numbers (13) 29-13-400-001. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses; on property which is part of Section 13, Township 22N, Range 3E of the 3rd P.M.; and is located in Downs Township immediately west of 2375 East Road and approximately 600 feet north of Interstate Highway 74.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 5, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The ten acre property includes an 8½ acre pond and approximately 1½ acres of land in crop production. The pond is a borrow pit from which the material was used for the construction of Interstate I-74. The property is relatively flat and drains to the south. The property has 500 feet of frontage on the west side of 2375 East Road, an oil and chip road 20 feet in width.

SURROUNDING ZONING AND LAND USE - The surrounding land is in the A-Agriculture District and is surrounded by land used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 120 out of 125 points. The site assessment score was 132 out of 175 points. The total LESA score was 252 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an isolated tract that is not desirable for crop production. The use of most of the property is for a pond that is not suitable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is mainly in a pond that cannot be used for agriculture. This proposed residential use squares off the land around the pond so that the remainder of the land can be farmed.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is primarily used as a pond and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 320 feet of frontage on the north side of 100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant will need to obtain an entrance permit from the Downs Township Road Commissioner for the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, Member Rudolph was opposed and no members were absent.

Respectfully submitted this 5th day of August 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheat
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

- 1) Ecology Action Center and Town of Normal Battery Recycling Program - \$2,000.00
- 2) Heartland Community College's Child Development Center for "Composting in Schools Program" - \$1,000.00
- 3) Household Hazardous Waste Event - \$11,000.00 match to IEPA

WHEREAS, the Land Use and Development Committee, at its regular meeting on August 7, 2003, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

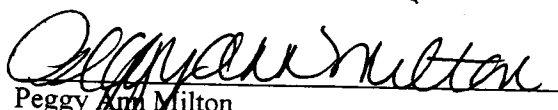
BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

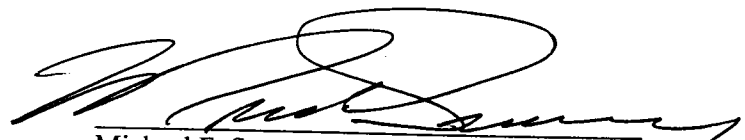
1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
 - 1) Ecology Action Center and Town of Normal Battery Recycling Program - \$2,000.00
 - 2) Heartland Community College's Child Development Center for "Composting in Schools Program" - \$1,000.00
 - 3) Household Hazardous Waste Event - \$11,000.00 match to IEPA
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

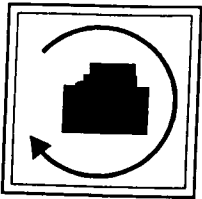
ADOPTED by the McLean County Board this 19th day of August, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton
Clerk of the McLean County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board



McLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

MEMORANDUM

TO: The Honorable Chairman and Members of the
Land Use and Development Committee

FROM: Lydia Reynolds, Community Planner *LR*

DATE: July 25, 2003

RE: Solid Waste Programs

On July 2, 2003, members of the McLean County Solid Waste Technical and Policy Committees met to review additional grant applications for the Solid Waste Management Plan program in accordance with the policies set forth by the Illinois Environmental Protection Agency.

The Solid Waste Technical and Policy Committees request the Land Use and Development Committee recommend allocation of funds for the following programs:

1) Heartland Community College - \$1,000.00

Heartland Community College's on-site Child Development Center plans to implement a composting project at the center. This project, using the worm composting method, will provide nature-based learning about waste reduction and composting using left over fruits and vegetables from the center. Several age appropriate activities were developed around the "Worm Ranching 101" theme to provide a comprehensive program.

2) Household Hazardous Waste Event - \$11,000.00

This funding includes \$10,000.00 to be used for the local match of the next Household Hazardous Waste Event co-sponsored by the Illinois Environmental Protection Agency (IEPA). Financial participation by the co-sponsors is considered when IEPA evaluates applications for events. One thousand dollars of this amount will be used to increase awareness of the event through advertising.

3) Battery Recycling (EAC and Town of Normal) - \$2,000.00

This grant will be used for the start-up costs to provide a battery recycling program. Costs of the program include the initial purchase of the collection bin and two inner containers needed to alternate between shipping and collecting. A battery recycling vendor will be used for possessing the batteries and is responsible for shipping / handling and associated permits. The cost of the battery recycling component of this program is based on the types and quantity of batteries they process.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF VERNON THOMAS
AS A COMMISSIONER OF THE
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Vernon Thomas as a Commissioner of the Adrian Drainage District, it is advisable to consider a reappointment to this position; and,

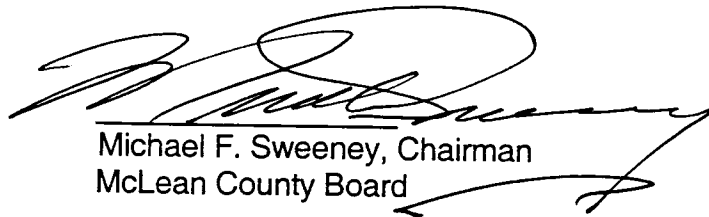
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Vernon Thomas as a Commissioner of the Adrian Drainage District for a three-year term to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Vernon Thomas and A.J. Rudasill, Attorney for the District.


Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JERRY HENDERSON
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Jerry Henderson as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider a reappointment to this position; and,

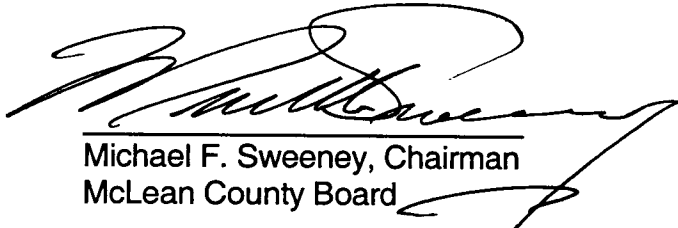
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Thomas Kelley as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2006, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jerry Henderson and Hunt Henderson, Attorney for the District.

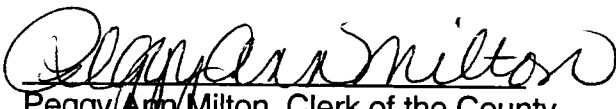
ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
E:\ANNAPT\DD_Henderson.RES

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF RICHARD KIEFER, SR.
AS A COMMISSIONER OF THE
PANTHER CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 2, 2003 of Richard Kiefer, Sr. as Commissioner the Panther Creek Drainage District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Kiefer, Sr. as a Commissioner of the Panther Creek Drainage District for a term of three years to expire on the first Tuesday in September, 2006, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Richard Kiefer, Sr. and Ben Roth, Attorney for the District.

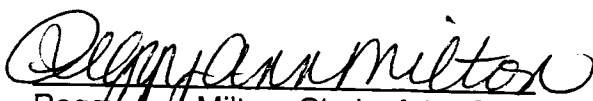
ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JAMES LINDSAY
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of James Lindsay as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment to this position; and,

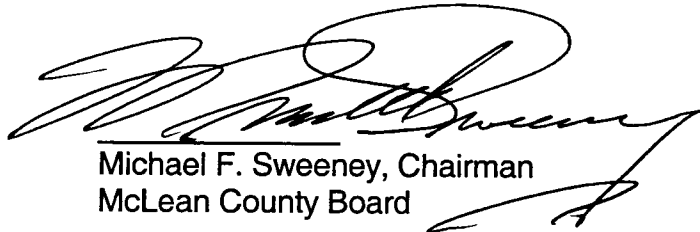
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Lindsay as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Lindsay and Al Freehill, Attorney for the District.

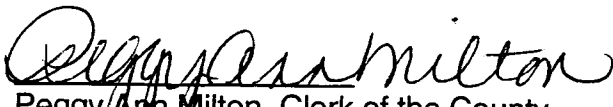
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF RICHARD STOLLER
AS A COMMISSIONER OF THE
YATES DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Richard Stoller as a Commissioner of the Yates Drainage District, it is advisable to consider a reappointment to this position; and,

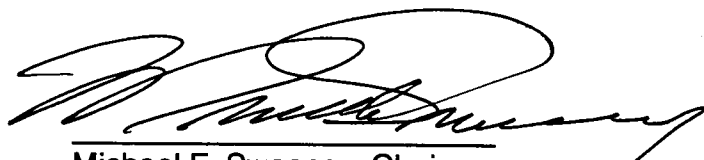
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Stoller as a Commissioner of the Yates Drainage District for a term of three years to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Stoller and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF LESLIE DEFRIES
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Leslie Defries as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Leslie Defries as a Commissioner of the Lawndale-Cropsey Drainage District for a three-year term to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Leslie Defries and Tom Brucker, Attorney for the District.

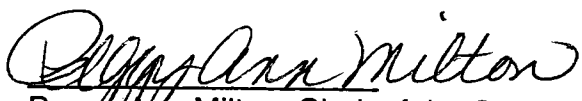
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF JOHN LEONARD
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of John Leonard as a Commissioner of the Kumler Drainage District, it is advisable to consider a reappointment to this position; and,

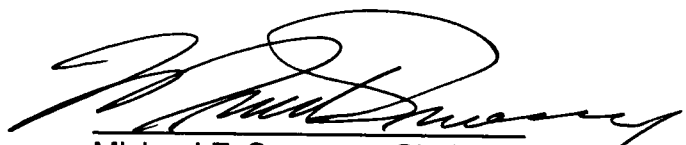
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Leonard as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2006, or until a successor shall have been qualified and appointed.

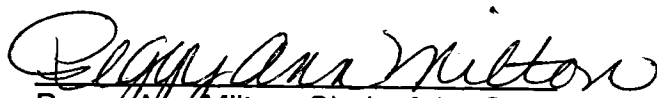
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to John Leonard and Ortheldo Peithmann, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF RICHARD STOLLER
AS A TRUSTEE OF THE
FAIRBURY RURAL FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on May 5, 2003 of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District for a term of three years to expire on the first Monday in May, 2006 or until a successor shall have been qualified and appointed.

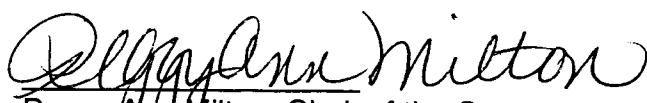
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Stoller and Kenneth L. Strong, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF ENID SCHLIPF
AS A COMMISSIONER OF THE
GRIDLEY DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Enid Schlipf as a Commissioner of the Gridley Drainage District, it is advisable to consider a reappointment to this position; and,

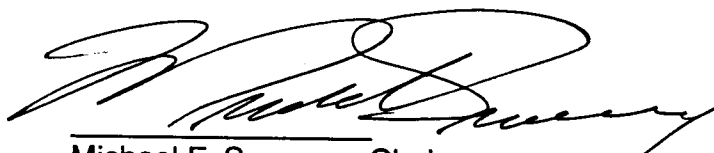
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Enid Schlipf as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Enid Schlipf and Ben Roth, Attorney for the District.

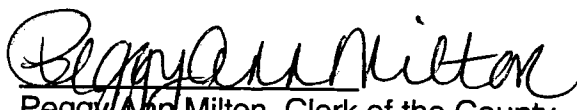
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF DONALD W. WALLACE
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Robert Little (in 1999) as a Commissioner of the Kumler Drainage District, it is advisable to consider an appointment to this position; and,

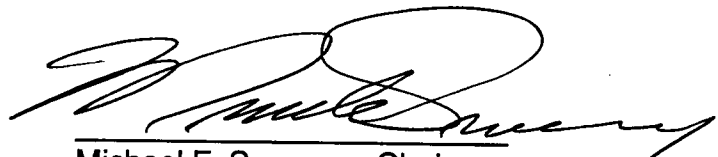
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald W. Wallace as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2006, or until a successor shall have been qualified and appointed.

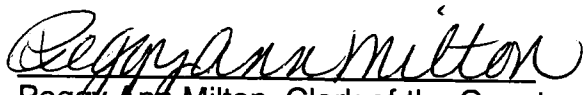
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Donald W. Wallace and Ortheldo Peithmann, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF MARK REYNOLDS
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Dale Stinton as a Trustee of the Downs Fire Protection District, it is advisable to consider an appointment to this position; and,

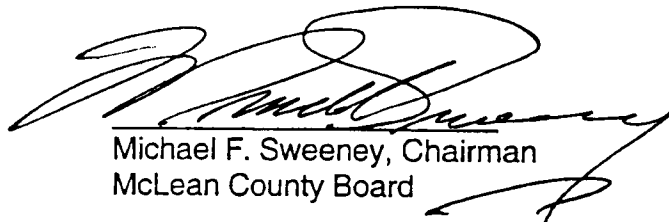
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Mark Reynolds as a Trustee of the Downs Fire Protection District for the remainder of a three year scheduled to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

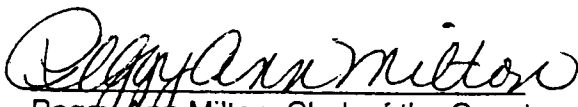
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mark Reynolds and Greg Knapp, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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Members Selzer/Owens moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Bass, Ranking Member, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ELLSWORTH AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM

WHEREAS, the Village of Ellsworth (hereinafter the Village) is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County (hereinafter the County) is a body politic and corporate and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the Village; and

WHEREAS, the Village and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the Village and the County to implement and support an Integrated Justice Information System (hereinafter the IJIS) which will provide essential law enforcement information and services to the Village and the County; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Be responsible for the initial IJIS software and upgrade costs, as well as any future system wide upgrades or enhancements, in consideration of the Village agreeing to utilize the IJIS for entry of all Village police incident crime reports.
2. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.
3. Control any changes to the IJIS software. To enhance the cooperative work effort between the Village and the County, along with representatives of other system users, an IJIS Work Group consisting of representatives from the County, other system users and the Village shall be appointed to review, approve, and prioritize any fixes and enhancements to the IJIS software and database and then to see that the updated IJIS software is distributed to all IJIS users.
4. Provide the following levels of service on a best efforts basis:

The IJIS software and database will be available at a 95% level, 7 days per week, 24 hours per day.

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) hour maintenance segments of a two (2) hour duration each scheduled monthly with advance notice to the IJIS Work Group.

When it is necessary to upgrade the operating system and/or the ORACLE software and/or the database, it may be necessary to use an alternate system which may have less functional capability than IJIS.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Availability and restoration of the IJIS will be provided as soon as possible.

No liability will be attributed to the County for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the Village will be limited to actual damages incurred. The County shall, upon request, provide the Village with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

5. Provide an IJIS Master Name Records function which will include name collapse, delete and expungements of master name entries.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

The Village shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the Village. This includes the updated required versions of the IJIS application software, the operating system software, and/or any support software.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.

Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56kbs to provide communications to/from the County. Where

communication is initiated by the Village at a slower speed, the County reserves the right, at the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communications links will be addressed outside of this Agreement.

5. Agree that the IJIS software is proprietary software which has been developed and licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, for use by the County.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or content to any other person, entity, municipality, or corporation, and to refrain from willfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the Village for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the Village or the failure of the Village to properly maintain those components of the system under its obligation to maintain. If the Village or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred. The Village shall, upon request, provide the County with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

The Village and the County shall:

1. Agree to utilize the ORACLE Discover ("Ad Hoc" query tool), unless otherwise determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, to the County.
3. Agree to implement and enforce the IJIS Workstation Security Policy which is attached to this Agreement as Appendix A and, by reference, is hereby incorporated as a part of the Intergovernmental Agreement.


The Village and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Village may unilaterally terminate this Agreement with 6 months notice.

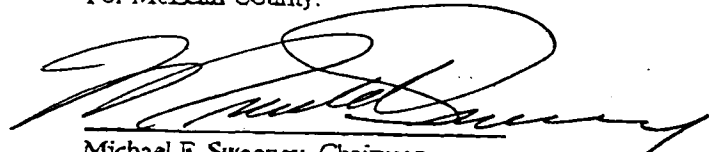
2. In the event either the County or the Village terminates this Agreement, County agrees to provide an electronic transfer of all Village data on the IJIS system, without any charge to the Village. In the event this agreement is terminated by the Village, Village agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.
3. This Intergovernmental Agreement is subject to the approval of the Village of Ellsworth and McLean County before it becomes effective.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

The Village and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

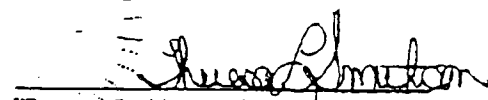
For the Village of Ellsworth:


Jay Smithson, Mayor
Village of Ellsworth

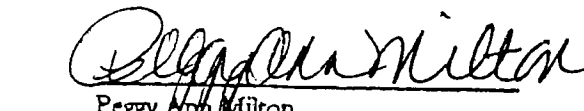
For McLean County:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Theresa Smithson, Clerk
Village of Ellsworth, Illinois

ATTEST:


Peggy Ann Milton,
Clerk of the McLean County Board,
McLean County, Illinois

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Members Bass/Gordon moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Village of Ellsworth and McLean County to Implement and Support an Integrated Justice Information System. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Kinzinger, Rules Sub-Committee Vice-Chairman, presented the following:



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

August 8, 2003

Memo to: The Honorable Chairman and Members of the Executive Committee
From: Matt Sorensen, Chairman of the Rules Sub-Committee
Re: County Board Agenda: Item listed as Other Business and Communication

On Tuesday, August 5, 2003, the Rules Sub-Committee of the Executive Committee met to discuss the following motion previously approved by the Executive Committee on May 13, 2003:

Motion by Segobiano/Berglund to refer the subject of Board Members using the Board Agenda at Meetings to promote fund-raising events and promotions to the Rules Committee. Motion carried.

After some discussion, the unanimous consensus of the Rules Sub-Committee was that a specific amendment to the Board's Rules addressing this issue was not necessary. Rather, the Rules Sub-Committee recommends that all Board members be reminded that the item, "Other Business and Communication," on the Board Agenda is specifically intended for other County Government business and communication. In addition, the Rules Sub-Committee recommends that Board members be encouraged to use the following other resources for communicating non-County government business and information: Board members' mailboxes in the Board office; E-Mail and regular mail; and County government's monthly employee newsletter, County Comments.

Should you have any questions concerning the Rules Sub-Committee recommendation, I will be pleased to address your questions at the Executive Committee meeting.

Thank you.

District #1
Stan Haseilton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bastic

District #5
B.H. "Duffy" Boss
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. Kinzinger
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
G. Don
D.

District #8
Paul R. Segobiano
Tori Renner

District #10
Benjamin J. Owens
Bob Nuckolls

Member Kinzinger stated the following: the Rules Sub-Committee was referred the issue of Board Members using the Board minutes to promote fund raising events and promotions. The Rules Committee met on this last month and concluded that we did not think this rose to the level of authoring it into the rules. We are issuing a memo recommending to all County Board Members to use three forums for personal comments. They are the Board Members' mailboxes, e-mail and regular mail, and the County Comments. We do wish to remind all the Board Members that the item of "Other Business and Communication" is meant for County related items only. Members Kinzinger/Renner moved the County Board approve a Request to Accept and Place on File the Report of Rules Sub-Committee: Board Agenda – Other Business and Communications. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: the Executive Committee's General Report and the County Clerk's notification of Semi-Annual Financial Reports filed by the elected officials and minutes of other councils and commissions can be found on pages 17-31.

LAND USE AND DEVELOPMENT COMMITTEE:

Chairman Gordon stated the following: the Land Use and Development Committee brings no items for action to the Board this morning. I do wish to note that as part of our General Report, found on pages 32-39, it is reported there that the Land Use Committee supported unanimously the same Resolution that Property Committee Chairman will bring forward from her Committee regarding the Railbanking effort.

FINANCE COMMITTEE:

Member Berglund, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-00XX DOT Grant - in Fund 0107, Department 0061, Program 0062, and establishing an appropriation of \$10,000.00.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:


LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 38,969	\$ 5,470	\$ 44,439
0599-0001	County IMRF Contrib.	\$ 3,481	\$ 255	\$ 3,736
0599-0003	Social Security Contrib.	\$ 5,845	\$ 418	\$ 6,263
0607-0001	Food	\$ 200	\$ 100	\$ 300
622-0001	Medical Nursing Supplies	\$ 2,994	\$ 250	\$ 3,244
757-0001	Non-Employee Medical	\$ 0	\$ 800	\$ 800
773-0001	Special Services	\$ 0	\$ 2,577	\$ 2,577
0793-0001	Travel	\$ 4,784	\$ 130	\$ 8,158
TOTALS:		\$ 56,273	\$10,000	\$ 66,273

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 19th day of August, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean


Michael F. Sweeney Chairman of the
McLean County Board

Members Berglund/Selzer moved the County Board approve a Request for Approval of an Ordinance Amending the 2003 Combined Appropriation and Budget Ordinance for Fund 0107 - AIDS/Communicable Disease Prevention. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

A Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the a Communicable Disease Program associated with a Grant from the Illinois Department of Public Health to be used for TB related directly observed therapy (DOT).

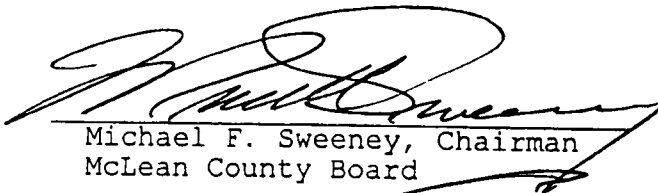
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Increase	0107-0061	0062	0515-8011	.32	6.0	.00	.16


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 19th day of August 2003.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County -
Board of the County of McLean
adm\budg\03fteDOT

Members Berglund/Rodgers moved the County Board approve a Request for Approval of a Resolution Amending the FY 2003 Full Time Equivalent Position Resolution Associated with an Ordinance to Amend the FY 2003 McLean County Appropriation and Budget Ordinance for Fund 0107. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:


1. That the Treasurer is requested to increase revenue line 0407-0083 West Nile Virus Grant - in Fund 0107, Department 0061, Program 0061, and increasing the appropriation by \$13,504.00 from \$10,000.00 to \$23,504.00.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0061, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full Time Employees	\$ 0	\$ 1,002	\$ 1,002
0516-0001	Intern	\$ 5,046	\$ 360	\$ 5,406
0599-0001	County IMRF	\$ 0	\$ 47	\$ 47
0599-0002	Employee Medical	\$ 0	\$ 60	\$ 60
0599-0003	Social Security Contrib.	\$ 383	\$ 105	\$ 488
0621-0001	Operational Supplies	\$ 2,351	\$ 500	\$ 2,851
0706-0001	Contractual Services	\$ 0	\$10,980	\$ 10,980
0793-0001	Travel	\$ 720	\$ 450	\$ 1,170
TOTALS:		\$ 8,500	\$13,504	\$ 22,004

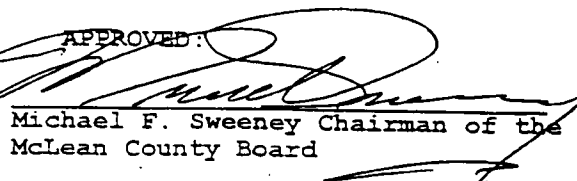
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 19th day of August, 2003.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

Members Berglund/Owens moved the County Board approve a Request for Approval of an Ordinance Amending the 2003 Combined Appropriation and Budget Ordinance for Fund 0107 - West Nile Virus. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

TRIAL COURT ADMINISTRATOR
ELEVENTH JUDICIAL CIRCUIT


William J. Scanlon
Trial Court Administrator
Law & Justice Center RM 305
Bloomington, IL 61701
(309) 888-5288
(309) 888-5602 FAX



COUNTIES
Ford
Livingston
Logan
McLean
Woodford

July 16, 2003

TO: Finance Committee
John Zeunik

FROM: William J. Scanlon 

RE: Meeting with Finance Committee regarding the McLean County Law Library

In regard to the July 11 letter outlining the management letter from Clifton Gunderson, detailing a deficit fund balance in the Law Library, the Circuit Court will be responding in detail by July 30. The Court would request that the meeting with the Finance Committee be postponed until September. Judge Ronald Dozier is the supervising judge for the Law Library, and he will be unable to attend the August 5th meeting.

Please contact this office when the revised meeting date is available, or if you have questions regarding this request.

Cc: Chief Judge John Freese
Judge Ronald Dozier

RONALD
Circuit Judge
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701
(309) 888-5215



COUNTIES:
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD

CIRCUIT COURT OF ILLINOIS

ELEVENTH JUDICIAL CIRCUIT

McLEAN COUNTY

July 24, 2003

TO: Members of the Finance Committee
McLean County Board

FROM: Judge Ron Dozier, Law Library Trustee

RE: McLean County Law Library

In December, 1987, the McLean County Board established the McLean County Law Library and set a filing fee in all civil cases to finance its operation. In May, 1988, the McLean County Bar Association merged its law library into the County law library, and the Bar agreed to pay the County \$6,000 per year to help support the library. Many, if not most of the McLean County Bar Association's law books were a gift from the estate of the late Robert C. Underwood, former Chief Justice of the Illinois Supreme Court.

Over the next several years, the McLean County Law Library was housed in various locations in downtown Bloomington. At a subsequent time, a fire destroyed most of the books, and there was a substantial insurance settlement. After the replacement of the lost books, there was a large surplus left from the proceeds of the insurance settlement.

The current Act governing County law libraries is found in 55 ILCS 5/5-39 under the Powers and Duties section of County Boards. In counties such as McLean, disbursements from the County Law Library fund shall be on the order of a majority of the Resident Circuit Judges of the County. The tradition in McLean County has been for the Senior Resident Circuit Judge to be the Law Library Trustee. In late 2001, the Senior Resident Circuit Judge retired, and I assumed his duties as Trustee of the McLean County Law Library.

In the late 1990s, Law Library expenditures began to exceed revenues. Apparently surplus insurance funds from the previously mentioned fire insurance settlement were used to cover the deficit, but those funds were soon exhausted. As you can see from the Law Library budget chart prepared by Court Administrator Will Scanlon, the Library had major deficits in 2000 and 2001, resulting in a total deficit of over \$76,000 at the end of 2001.

As soon as I discovered that the Law Library was in a deficit situation, I began working with Chief Judge John Freese and the other judges of McLean County, with the Bar Association, and with the County Auditor to try to bring the deficit under control.

On May 1, 2002, we began a three-year contract with West Publishing Company to develop an on-line electronic library, allowing us to substantially decrease the number of actual law books that we purchase each year, resulting in major savings. We literally gave away thousands of volumes of hardback law

Page 2.

books (there is no market for such books). However, it took some time to cancel existing contracts and to sort through which legal services and publications were essential to the operation of a viable law library, and which were luxuries that could be cut. Thus, while there were substantial savings, it took the better part of 12 months for those savings to be fully realized. Also, on the expenditure side, we made a one-time purchase of two new computers, two workstations, and a printer, all necessary to transition to the electronic law library.

Because the Law Library is supported primarily by the filing fee on civil cases, it must be open to the public, and because we cannot afford a librarian to assist members of the public and lawyers who are not versed in electronic legal research, it has been necessary to maintain a core of hardbound volumes in addition to the electronic law library. At present, we maintain Illinois law plus U.S. Supreme Court law in hardback version.

Current law allows the County Board to set the filing fee on civil cases at anywhere from a minimum of \$2.00 to a maximum of \$10.00 per case. The fee has not been changed since it was raised to \$6.00 in 1991. Although I anticipate the Law Library to break even or run at a slight surplus for the next two or three years, we will not be able to repay the deficit to the County or meet future price increases without an increase in the filing fee at some point. Will Scanlon has checked with the Circuit Clerk, who indicates that each \$1.00 increase in the fee would result in an additional \$5,000-\$6,000 in revenue per year. I believe an increase in the filing fee is justified and would invite discussion with the Board concerning an appropriate fee increase.

Thank you.

RCD:prn

29314 5 § 5/5-39001

Formerly cited as IL ST CH 34 ¶ 5-39001

WEST'S SMITH-HURD ILLINOIS
COMPILED STATUTES
ANNOTATED
CHAPTER 55. COUNTIES
ACT 5. COUNTIES CODE
ARTICLE 5. POWERS AND
DUTIES OF COUNTY BOARDS
DIVISION 5-39. COUNTY LAW
LIBRARIES

*Current through P.A. 92-85, apv. 7/12/2001***5/5-39001. Establishment and use; fee**

§ 5-39001. Establishment and use; fee. The county board of any county may establish and maintain a county law library, to be located in any county building or privately or publicly owned building at the county seat of government. The term "county building" includes premises leased by the county from a public building commission created under the Public Building Commission Act. [FN1] After August 2, 1976, the county board of any county may establish and maintain a county law library at the county seat of government and, in addition, branch law libraries in other locations within that county as the county board deems necessary.

The facilities of those libraries shall be freely available to all licensed Illinois attorneys, judges, other public officers of the county, and all members of the public, whenever the court house is open.

The expense of establishing and maintaining those libraries shall be borne by the county. To defray that expense, in any county having established a county law library or libraries, the clerk of all trial courts located at the county seat of government shall charge and collect a county law library fee of \$2, and the county board may authorize a county law library fee of not to exceed \$10, to be charged and collected by the clerks of all trial courts located in the county. The fee shall

paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases; but no additional fee shall be required if more than one party is represented in a single pleading, paper, or other appearance.

Each clerk shall commence those charges and collections upon receipt of written notice from the chairman of the county board that the board has acted under this Division to establish and maintain a law library.

The fees shall be in addition to all other fees and charges of the clerks, assessable as costs, remitted by the clerks monthly to the county treasurer, and retained by the county treasurer in a special fund designated as the County Law Library Fund. Except as otherwise provided in this paragraph, disbursements from the fund shall be by the county treasurer, on order of a majority of the resident circuit judges of the circuit court of the county. In any county with more than 2,000,000 inhabitants, the county board shall order disbursements from the fund and the presiding officer of the county board, with the advice and consent of the county board, may appoint a library committee of not less than 9 members, who, by majority vote, may recommend to the county board as to disbursements of the fund and the operation of the library. In single county circuits with 2,000,000 or fewer inhabitants, disbursements from the County Law Library Fund shall be made by the county treasurer on the order of the chief judge of the circuit court of the county. In those single county circuits, the number of personnel necessary to operate and maintain the county law library shall be set by and those personnel shall be appointed by the chief judge. The county law library personnel shall serve at the pleasure of the appointing authority. The salaries of those personnel shall be fixed by the county board of the county. Orders shall be pre-audited, funds shall be audited by the county auditor, and a report of the orders and funds shall be rendered to the county board and to the judges.

*29315 Fees shall not be charged in any criminal or quasi-criminal case, in any matter coming to the clerk on change of venue, or in any proceeding to review the decision of any administrative officer, agency or body.



REBECCA C. McNEIL
COUNTY TREASURER
(309) 888-5180

104 W. Front Room 706 P.O. Box 2400 Bloomington, Illinois 61702-2400

July 29, 2003

MEMO TO: John M. Zeunik, County Administrator
Members of the Finance Committee

FROM: Rebecca McNeil *RM*
McLean County Treasurer

RE: Management Letter from Outside Auditors

The Management Letter for the Fiscal Year 2002 audit cited two areas in which the Treasurer's Office has been requested to address.

SPECIAL REVENUE FUNDS:

It was noted in the FY02 audit that at least 4 Special Revenue funds had no activity during the course of 2002. Some of these funds have already been discussed and action is pending. However, some will require the assistance of the County Administrator's Office and the Departmental Office in researching the history of activity within the fund. Our goal is to research these funds and make the appropriate closing entries so they will not be unnecessarily reported in the FY03 audit and GASB statements.

NEW ACCOUNTING STANDARDS:

In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement No. 34 – *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. In summary, this statement establishes new financial reporting standards for state and local government which will create new information and restructure the format in which governments have presented past financial statements. McLean County Government must apply this new reporting format to the Fiscal Year 2003 financial statements.

In preparation for this new reporting format, both the Auditor's Office and Treasurer's Office have attended a number of seminars and training to improve our knowledge and skills in this area of Governmental Accounting. In the month of July, we have completed a total of 38 hours in training with the usage of Crystal Reports and the New World GASB 34 Reporting Module. The New World Module appears to have the ability to generate these reports from the General Ledger. Currently, we are re-coding and re-classifying the General Ledger Accounts and testing against the FY02 Financial Statements to insure the data is being accurately extracted into the GASB 34 Module.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

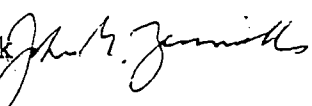
104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 31, 2003

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Management Letter of Advisory Comments

On July 1, 2003, the Finance Committee accepted and placed on file the Combined Annual Financial Statements for Fiscal Year 2002 and the Management Letter of Advisory Comments from Clifton Gunderson, LLP, the County's outside auditor. In the Management Letter, the outside auditors made the following comment:

ACCOUNTS RECEIVABLE – PUBLIC BUILDING COMMISSION

At December 31, 2002, a receivable from the Public Building Commission (PBC) of approximately \$197,000 was recorded in the general fund. This balance represents an excess of expenditures over revenue received for maintenance performed on the Law and Justice building in 1991, 1992, and 1993.

The Law and Justice Additional Rent fund levies taxes to pay the PBC an additional monthly rental amount. The PBC will then reimburse the McLean County general fund for maintenance performed on the Law and Justice building.

Governmental accounting standards specify that revenues are recognized only when they become measurable and available as net current assets. As this receivable balance has been outstanding for nine or more years, it does not meet the criteria for accrual. Due to the length of time this receivable has been outstanding, we recommend that the County consider each year whether the balance or portion thereof will be collected in the next fiscal year and appropriately classify the portion which is deemed long-term.

As noted in the Management Letter comment, the County Board annually levies for the additional rental payment due under the terms of the Lease Agreement with the PBC. Under the terms of the Lease Agreement, the PBC reimburses the County for the operation and maintenance expenses incurred by the County. Because the PBC

The Honorable Chairman and Members of the Finance Committee
July 31, 2003
Page Two

reimburses the County with the funds received from the additional rental tax levy, the reimbursement is limited by the amount of the tax levy and the amount collected and distributed by the County Treasurer.

The PBC is willing to reimburse the County the full amount of the outstanding receivable that is presently being carried on the County's financial statement. The limitation on the County levying for and collecting the outstanding receivable is the Board's Resolution Establishing the Budget Policy. In order to maintain the County's overall property tax rate at the same rate as the prior year's tax rate, it is difficult to increase the additional rental levy by the amount of the outstanding receivable.

Should you have any questions concerning this matter, please call me at 888-5110.

Thank you.



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

July 29, 2003

TO: John Zeunik
FROM: Sheriff Dave Owens
RE: Management Letter from Outside Auditor

On 7/23/2003, a meeting was held with a representative from Clifton Gunderson, L.L.C., the outside auditors for the county. The purpose of this meeting was to discuss their findings noted in a management letter, concerning the internal operations of the Sheriff's Department.

As a result of this meeting, it was determined that the inmate fund software is capable of generating reports detailing individual inmate accounts. In addition, reports are generated monthly that show all inmate balances for those in custody and for those who have been released. A roster is also printed showing all current inmates as of the day of the report. A monthly reconciliation on the account is completed and receipts and disbursements match the bank statement. The problem continues to be the balance in the current inmate software and on the bank statement do not match.

In an attempt to correct the problem, the Sheriff's Department is currently exploring the following solutions:

- 1) We have contacted the vendor and they are currently examining the inmate fund software in an effort to determine if a solution is possible.
- 2) Presently, we are working with the Information Services Department in examining the possibility of using the cash management software in EJS. This EJS cash management software was not available at the time we began to use our current inmate cash management software.

If our current vendor cannot solve the problem, our goal will be to use the EJS cash management software. It has worked for the Circuit Clerk, the Sheriff's Department bookkeeper and others in county government. If we are able to use the EJS cash management software, we also plan to open a new checking account moving only the inmates' money currently in custody that day into the

John Zeunik
July 29, 2003
Page 2

account. Any money left in the old account will be used for checks that have not cleared. Eventually this money would be turned over to the County if unclaimed and the account will be closed. On day one, we would begin with a correct balance, which has been the major problem since implementing the current inmate software. The reconciliation using EJS would also be simpler than what is being used at this time. Any problems can be dealt with locally, rather than depending upon technicians in St. Louis who have to look at problems remotely.

We do not believe that we will not encounter problems, but most of these will be data entry errors instead of software or setup problems. The issues that were noted will not be problems if the EJS software is in use.

A handwritten signature in black ink, appearing to read "David Owens", with a stylized, flowing script.

David Owens
Sheriff, McLean County

Zeunik, John

From: Keller, Bob
Sent: Wednesday, July 30, 2003 3:00 PM
To: Zeunik, John
Cc: Howe, Walt
Subject: Management Letter from Outside Auditor

John,

Assistant Administrator Walt Howe and I had an opportunity to have a conference call with Ms. Helen Barrick of Clifton Gunderson on Tuesday morning. At that time we discussed the adjusting journal entries that concerned year-end accruals. The reason for the variances relate to the following:

- The McLean County Health Department's revenue accruals are a function of grant revenue received or accrued as they relate to interim revenue/expense reports prepared as of December 31st of each year.
- Generally, two weeks following the close of the year the Treasurer's Office adjusts payroll to account for partial periods that transcend County fiscal years.
- Additionally, the Auditor's Office utilizes a year-end reconciliation period of 30 days to properly post accounts payable to the appropriate County fiscal years.

Any adjustments that take place following our preparation of revenue accruals are not submitted to our department for the purpose of adjusting revenue to balance to expenses where appropriate. Our office concurred with Ms. Barrick in the design of an approach to limit adjusting journal entries during future audits.

- The McLean County Health Department will continue to prepare its accrual sheets as we have in the past – based on pre-closeout expenditure information.
- We will ask the Treasurer's and Auditor's offices to provide us with worksheets, or other documentation, of any postings or adjusting entries made to Health Department funds.
- For any adjusting entries, the Health Department will sign copies of the worksheets and documentation and return them to the appropriate office as acknowledgement of those actions.
- The Health Department will, in turn, submit AJE's to its previous accrual sheets to match the adjustments made by the Auditor and Treasurer.
- Those adjusting journal entries will be reviewed with the outside auditor during the early stages of their audit process for concurrence.

Helen Barrick indicated that she would draft a proposal outlining this process and submit it to our office later this week. She also will discuss this approach with the Auditor and Treasurer. Our office will also meet with these two offices to assure that appropriate role for each party understood.

Although the adjustments made for 2002 were minor in nature. They, nevertheless, can be avoided through better inter-departmental workflow. I will provide more detail on this process following the receipt of Ms. Barrick's letter.

Thank you for your attention.

Bob

*Bob Keller, Director
McLean County Health Department
200 W. Front St. Room 304
Bloomington, IL 61701
(309)888-5450
(309)452-6932
e-mail bobk@mclean.gov
www.mclean.gov/health*

Members Berglund/Hoselton moved the County Board approve a Request for Approval to Receive and Place on File Responses to the Outside Auditor's Management Letter of Advisory Comments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the following: the General Report and the Investment Policy from the County Treasurer's office can be found on pages 54-68.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee has no items for Board action and our General Report is found on pages 69-85.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD SUPPORTING THE
RAILBANKING OF NORFOLK & SOUTHERN RIGHT-OF-WAY FROM
MANSFIELD, IL TO BLOOMINGTON, IL**

WHEREAS, indications are that Norfolk & Southern Railroad will file for abandonment of the railroad right-of-way running from Mansfield, IL to Bloomington, IL in the year 2003; and

WHEREAS, Railbanking this railroad corridor would preserve greenways, allow for recreational/transportation uses, provide a utility corridor for local governments, and maintain the route for future use as a railway; and

WHEREAS, Railbanking of this corridor has potential to promote tourism, stimulate economic development, provide alternative transportation options, support municipal services and improve the quality of life for communities along and near the corridor; and

WHEREAS, the railroad corridor is an asset to the central Illinois region, passing through three counties and five municipalities; now, therefore,

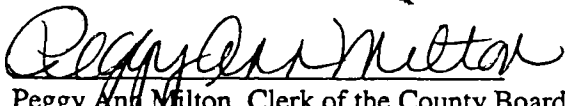
BE IT RESOLVED by the McLean County Board as follows:

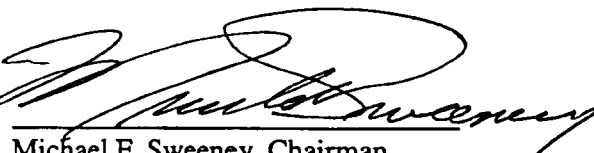
- 1) The McLean County Board supports the efforts of the Illinois Department of Natural Resources to negotiate a rail-banking agreement with the Norfolk & Southern Railroad for the right-of-way from Mansfield, IL to Bloomington, IL.
- 2) The McLean County Board supports the Department of Natural Resources Trails Division serving as the overall negotiator and securing the interests of the Norfolk & Southern Railroad right-of-way.
- 3) The McLean County Board supports the Illinois Department of Natural Resources working jointly with local governments for future recreational trail development and public use of the corridor.

ADOPTED by the McLean County Board this 19th day of August, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Gordon moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Supporting the Railbanking of Norfolk Southern Right-of-Way from Mansfield, IL to Bloomington, IL. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AGREEMENT

Between

THE COUNTY of McLEAN

As Landlord

And

UNITED WAY OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
200 East Grove Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the United Way of McLean County, (hereinafter referred to as "UNITED WAY"), as tenant, desire to continue a lease agreement for office space consisting of 2,835 s.f. located on the first floor and 828 s.f. of the contiguous basement storeroom space located directly below the first floor tenant space of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, the parties expressly agree that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminates on ~~December 31, 2003~~ **March 31, 2004.**
2. **Rent.**
 - a. Rent shall be \$9,809.51 per year, payable in twelve equal monthly installments of \$817.46.
 - b. All rent payments shall be mailed to the below address:
**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** UNITED WAY shall use the aforementioned leased premises only for the purposes of its general business office. UNITED WAY shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. UNITED WAY shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** UNITED WAY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of UNITED WAY employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of UNITED WAY employees, agents, or clients. UNITED WAY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. UNITED WAY shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. UNITED WAY shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for UNITED WAY.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by UNITED WAY without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of UNITED WAY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to UNITED WAY certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by UNITED WAY at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by UNITED WAY that UNITED WAY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. UNITED WAY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** UNITED WAY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and

shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. UNITED WAY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting UNITED WAY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** UNITED WAY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by UNITED WAY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from UNITED WAY business. UNITED WAY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after UNITED WAY is given written request for same. COUNTY shall bill UNITED WAY without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** UNITED WAY shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by UNITED WAY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. UNITED WAY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. UNITED WAY shall furnish COUNTY additional certificates of UNITED WAY's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon

Page four

the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** UNITED WAY shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by UNITED WAY without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** UNITED WAY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** UNITED WAY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of UNITED WAY, its agents, employees, invitees, clients, or licensees,
- (i) UNITED WAY shall immediately notify COUNTY of the event;
 - (ii) UNITED WAY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) UNITED WAY shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) UNITED WAY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) UNITED WAY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** UNITED WAY expressly covenants and agrees that the duties, obligations, and liabilities of UNITED WAY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon **UNITED WAY and its successors and assigns.**
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit UNITED WAY to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of UNITED WAY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of UNITED WAY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or UNITED WAY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor UNITED WAY shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by UNITED WAY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or UNITED WAY shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if UNITED WAY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of UNITED WAY shall be appointed by reason of UNITED WAY's insolvency or inability to pay its debts, or if any assignment shall be made of UNITED WAY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of UNITED WAY hereunder, by giving UNITED WAY notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** UNITED WAY shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If UNITED WAY shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which UNITED WAY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if UNITED WAY shall abandon or vacate the premises during the term of this lease, or if UNITED WAY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to UNITED WAY have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

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- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by UNITED WAY during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by UNITED WAY to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate UNITED WAY's right of possession and repossess the leased premises without demand or notice of any kind to UNITED WAY, in which case COUNTY may relet all or any part of the leased premises. UNITED WAY shall be responsible for all costs of reletting. UNITED WAY shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of UNITED WAY's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, UNITED WAY shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at UNITED WAY's cost and expense, remove from the property all signs, symbols and trademarks pertaining to UNITED WAY's business and repair any damages caused by such removal; and
- b. If UNITED WAY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of UNITED WAY left upon the leased premises in any manner that COUNTY shall choose without incurring liability to UNITED WAY or to any other person. The failure of UNITED WAY to remove any property from the leased premises

shall forever bar UNITED WAY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of UNITED WAY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by UNITED WAY.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to UNITED WAY:

Executive Director
UNITED WAY of McLean County
201 E. Grove Street, 1st Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of UNITED WAY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 19th day of August, 2003.

APPROVED:

**UNITED WAY OF McLEAN
COUNTY**

COUNTY OF McLEAN

By: _____

**By: _____
Chairman, McLean County Board**

ATTEST:

By: _____

**By: _____
Clerk of the McLean County Board**

UNITEDWAY03.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

PATH Crisis Center

As Tenant,

For

Office Space Located on the Second Floor of
200 East Grove Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and PATH Crisis Center, (hereinafter referred to as "PATH"), as tenant, desire to continue a lease agreement for office space consisting of 3,728 s.f. located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminate on December 31, 2003 **March 31, 2004.**
2. **Rent.**
 - a. Rent shall be \$11,481.08 per year, payable in twelve equal monthly installments of \$956.76.
 - b. All rent payments shall be mailed to the below address:
**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** PATH shall use the aforementioned leased premises only for the purposes of its general business office. PATH shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. PATH shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** PATH shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of PATH employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

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6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of PATH employees, agents, or clients. PATH shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. PATH shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. PATH shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for PATH.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by PATH without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of PATH displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to PATH certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by PATH at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by PATH that PATH may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. PATH shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** PATH agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. PATH shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting PATH against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** PATH shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by PATH in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from PATH business. PATH's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after PATH is given written request for same. COUNTY shall bill PATH without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** PATH shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by PATH in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. PATH shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. PATH shall furnish COUNTY additional certificates of PATH's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

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10. **Conduct.** PATH shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by PATH without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** PATH expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
 - b. **Disclosure, Remediation, Liability, and Indemnification.** PATH expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of PATH, its agents, employees, invitees, clients, or licensees,

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- (i) PATH shall immediately notify COUNTY of the event;
 - (ii) PATH shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) PATH shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) PATH shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) PATH shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** PATH expressly covenants and agrees that the duties, obligations, and liabilities of PATH under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon PATH and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit PATH to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of PATH shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of PATH, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or PATH recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor PATH shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by PATH in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent

(50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or PATH shall have the right to terminate this lease, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if PATH shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of PATH shall be appointed by reason of PATH's insolvency or inability to pay its debts, or if any assignment shall be made of PATH's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of PATH hereunder, by giving PATH notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** PATH shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If PATH shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which PATH is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if PATH shall abandon or vacate the premises during the term of this lease, or if PATH shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to PATH have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by PATH during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by PATH to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate PATH's right of possession and repossess the leased premises without demand or notice of any kind to PATH, in which case COUNTY may relet all or any part of the leased premises. PATH shall be responsible for all costs of reletting. PATH shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.

Page seven

- c. Have specific performance of PATH's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, PATH shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at PATH's cost and expense, remove from the property all signs, symbols and trademarks pertaining to PATH's business and repair any damages caused by such removal; and
 - b. If PATH shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of PATH left upon the leased premises in any manner that COUNTY shall choose without incurring liability to PATH or to any other person. The failure of PATH to remove any property from the leased premises shall forever bar PATH from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of PATH requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by PATH.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

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If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to PATH:

Executive Director
PATH Crisis Center
201 E. Grove Street, 2nd Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

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26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of PATH unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 19th day of August, 2003.

APPROVED:

PATH CRISIS CENTER

COUNTY OF McLEAN

By: _____

Joseph B. Gibson

By: _____

[Signature]
Chairman, McLean County Board

ATTEST:

By: _____

Karen A. Zengule

By: _____

[Signature]
Clerk of the McLean County Board

Members Bostic/Owens moved the County Board approve a Request for Approval of Amended Lease Agreements for Tenants in McBarnes Building:

1) United Way of McLean County

2) PATH Crisis Center

Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the General Report is found on pages 112-119.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorney's Office 0020**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and;

WHEREAS, the State's Attorney's Office has been awarded grant funds from the Illinois Criminal Justice Information Authority in the total amount of \$86,999.00 for a two year program to provide support services to victims of domestic and other violent crimes; and,

WHEREAS, the Justice Committee, on Monday, August 4, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain federal reimbursements to operate said program for the remainder of Fiscal Year 2003; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Violent Crime Victim Assistance 0001-0020-0019-0407.0048	\$ 00.00	\$22,308.00	\$22,308.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Full-time Employee Salaries 0001-0020-0019-0503.0001	\$1,383,890.00	\$12,950.00	\$1,396,840.00
IMRF 0001-0020-0020-0599.0001	\$ 00.00	\$ 604.00	\$ 604.00
Employee Medical/Life Insur. 0001-0020-0020-0628.0001	\$ 80,963.00	\$ 1,063.00	\$ 82,026.00
Social Security 0001-0020-0020-0630.0001	\$ 00.00	\$ 991.00	\$ 991.00

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Contract Services 0001-0020-0020-0706.0001	\$ 30,000.00	\$ 6,700.00	\$ 36,700.00

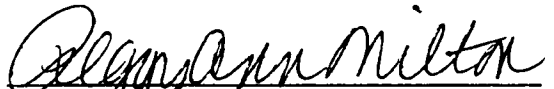
TOTAL: \$22,308.00


3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

· **ADOPTED** by the County Board of McLean County this 19th day of August, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

EA_STATTY_VIOLCRIMVICASST.AUG03
8/01/2003

Members Renner/Berglund moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 001, State's Attorney's Office 0020. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**APPROPRIATION TRANSFER ORDINANCE
AMENDING THE McLEAN COUNTY FISCAL YEAR 2003
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, the Justice Committee, at its regular meeting on August 4, 2003, recommended approval of a Transfer of Funds from the County Board Contingency Account to cover indigent burial expenses in the Coroner's Office; and,

WHEREAS, the following transfer of funds appropriated monies has been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfers do not affect the total amount appropriated in any Fund; and,

WHEREAS, it is deemed desirable that the following transfers are hereby authorized and approved; now, therefore,

BE IT ORDAINED by the County Board of McLean County, Illinois, that the following transfer of funds be made and that the County Clerk provide the County Auditor and the County Treasurer with certified copies of this Ordinance.

- (1) The following transfer of funds from the County Board's Contract Services Line Item to the County Board's Contingency Line Item account shall be made:

Debit From: Account Title	Amount to Transfer
Contract Services 0001-0001-0001-0706.0001	\$1,500.00

Credit To: Account Title	Amount to Transfer
Contingency Account 0001-0001-0001-0760.0001	\$1,500.00

- (2) The following transfer of funds from the County Board Contingency Line Item Account shall be made:

Debit From: Account Title	Amount to Transfer
Contingency Account 0001-0001-0001-0760.0001	\$1,500.00

- (3) The following increase shall be made in the Fiscal Year 2003 adopted budget for the Coroner's Office:

Credit To: Account Title	Amount to Transfer
Coroner's Office 0001-0031-0038-0758.0003	\$1,500.00

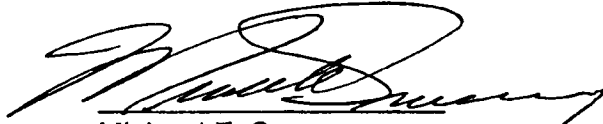
ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton,
Clerk of the McLean County Board
McLean County, Illinois



Michael F. Sweeney,
Chairman McLean County Board
McLean County, Illinois

E:/john/cobd/coronerindigentord.doc

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Appropriation Transfer Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance - Indigent Burial Expense. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report can be found on pages 125-133. I would also like to thank Vice-Chairman Kinzinger for his five years of service on the Board and his three years with the Justice Committee.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have two items of information this morning for the Board. The first is a milestone for returning the Law and Justice Center to full operations. This week, Illinois Power is scheduled to deliver the new transformers that will power up this building. This Saturday, beginning at 7:00 a.m., Illinois Power along with Weber Electric and County Facilities Management staff will begin the process of the cut over from the KAT diesel generator back to Illinois Power. That is expected to be completed mid to late afternoon on Saturday. Once that is completed, this building will be returned to Illinois Power. Work continues on the electrical vault downstairs and work continues on the third and fourth floors. I would expect sometime in September to be able to open the third and fourth floors.

The second item for information is an update on the fiscal year 2003 budget. As of July 31, 2003, which is 58% of our fiscal year, the largest revenue sources from the State of Illinois in the General Fund, sales tax, is at 59.2% of budget so it is running slightly ahead of budget, and State income tax reimbursement is at 59.4%. Personal property replacement tax is at 70%, which is somewhat deceptive because we do not receive a payment every month. In terms of our budget amounts, we are right on track. The Board will note that all of those revenue sources were decreased last year over the fiscal year 2002 amount. Even though we are on budget, the actual receipts are less this year than they were last year at the same time. One concern we have is that the State operates on a July 1 fiscal year. We know there were changes made in the State budget, and there were certain formulas that were changed which may affect reimbursement so we will be tracking these revenue sources closely during the last six months of our fiscal year. Overall, in the General Fund, revenues through July 31st are at 54.95% of budget and expenses are at 53.5% of budget. To date, expenses have been held below revenues. For comparison purposes, last year at this time, revenues were at 50.3% of budget and expenses were at 58% of budget. I commend department heads and elected officials for doing an excellent job during the first seven months of the fiscal year to hold expenses down. So far, year to date, at least revenues seem to be tracking based on budget forecasts that the Board reviewed and approved last November.

OTHER BUSINESS AND COMMUNICATION:

Member Kinzinger stated the following: as you are all no doubt aware, on Friday I sent a letter to Chairman Sweeney announcing my resignation, effective September 15, 2003. I wanted to take a quick second to explain why I am going. Ever since two years ago, when our nation came under some serious times, I felt a real call to go serve. I felt the best way I could serve was as a pilot in the United States Air Force. That is what I am leaving to do. There are a few people that I would like to thank though before I leave. First, I would like to thank all Members of the County Board. I really do appreciate the friendships I have gained, the knowledge I have gained, and the respect, especially for Member Renner. I appreciate that. I know that it was not easy, five years ago, having a young twenty-year-old kid come on Board and have the same vote, but everybody treated me with respect and I really feel like everyone's friend. I would like to thank Administration. I truly say this and I really believe it. Administration does so much work for us – we have no idea. A few months ago, I made a request of Administration to write something for us. They really have to put actual time into doing this. It is easy for us to say we would like to see the administrator bring us a report on this but that takes a lot of time and effort and we appreciate the work that you both do and your staff does in that office. It really does mean a lot. Most importantly, I want to thank my district. They went out on a limb and put a twenty-year-old kid in there and they re-elected me a few years ago and I think that they deserve the most

thanks. I really do appreciate everyone in that area. I look forward to returning to McLean County and even possibly, to McLean County politics, maybe sooner than you think. I do want to leave you with a cautionary note though. If you are in a meeting on Tuesday at 9:00 a.m. and you hear a loud roar overhead, look outside.

Clerk Milton stated the following: September 16, 2003, the day of the next Board meeting, is the day that you will be able to start circulating petitions if you decide to run in the March 16, 2004 General Primary Election. The petition packets will be available in my office on September 9, 2003.

The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

August 19, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$164,251.33	\$164,251.33
Finance		\$1,086,436.70	\$1,086,436.70
Human Services		\$450,966.13	\$450,966.13
Justice		\$1,326,648.47	\$1,326,648.47
Land Use		\$19,081.52	\$19,081.52
Property		\$275,886.52	\$275,886.52
Transportation		\$477,320.45	\$477,320.45
Health Board		\$355,928.65	\$355,928.65
Disability Board		\$46,310.13	\$46,310.13
T. B. Board		\$24,510.41	\$24,510.41
Total		\$4,227,340.31	\$4,227,340.31

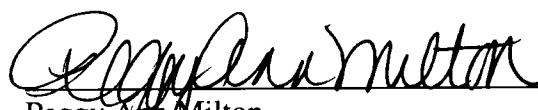
Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Gordon moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Selzer moved for adjournment until Tuesday, September 16, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:17 a.m.

Matt Sorensen
County Board Vice-Chairman




Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of August, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of September, 2003.



Peggy Ann Milton
McLean County Clerk